

CITY OF MIAMI GARDENS, FLORIDA
FY2012-13 APPLICATION FOR
COMMERCIAL SOLID WASTE FRANCHISE
(Non-Exclusive)

Applicant Name: _____

Address: _____ **City:** _____ **Zip** _____

If Applicant is a corporation, etc., List all shareholders, partners, or others holding legal interest in excess of 10% (Add additional sheet if necessary: _____

Name and telephone number of responsible managerial employee for after hours emergency contact: _____

Telephone Numbers of all offices located within Miami-Dade County: _____

Primary Office Address from Which Account will be served: _____

Primary Office Phone: _____

List below (or attach a separate sheet), all vehicles which will be used to service accounts within the City of Miami Gardens. Include the Year, Model, Make, Serial number, License Plate Number of each vehicle)

Additional Sheet Attached: Yes ☹ No ☹

FY2012-13 APPLICATION FOR COMMERCIAL SOLID WASTE FRANCHISE – (Continued)**General Conditions:**

Any non-exclusive franchise issued based upon this application is subject to payment of all required fees and is subject to the following General Conditions as well as all Special Conditions as set forth in the foregoing section of this Application:

1. **Limitation on hours of operation. Private waste collection operations licensed by the City shall service their accounts only between the hours of 6:00 A.M. and 11: P.M.**
2. **New accounts entered into subsequent to this agreement must be reported to the City within 30 days along with the appropriate fee.**

By signature below, I certify that the information contained herein is true and accurate:

WITNESS: <div style="text-align: center; margin-top: 20px;">_____ Signature</div> <div style="text-align: center; margin-top: 20px;">_____ Print Name</div>	IF INDIVIDUAL <div style="text-align: center; margin-top: 20px;">_____ Signature</div> <div style="text-align: center; margin-top: 20px;">_____ Print Name</div>
---	--

WITNESS: <div style="text-align: center; margin-top: 20px;">_____ Signature</div> <div style="text-align: center; margin-top: 20px;">_____ Print Name</div> <div style="text-align: center; margin-top: 20px;">_____ Signature</div> <div style="text-align: center; margin-top: 20px;">_____ Print Name</div>	IF PARTNERSHIP <div style="text-align: center; margin-top: 20px;">_____ Name of Firm</div> <div style="text-align: center; margin-top: 20px;">_____ Address</div> <div style="text-align: center; margin-top: 20px;">By: _____ (General Partner)</div> <div style="text-align: center; margin-top: 20px;">_____ Print Name</div>
--	--

WITNESS: <div style="text-align: center; margin-top: 20px;">_____ Signature</div> <div style="text-align: center; margin-top: 20px;">_____ Print Name</div> <div style="text-align: center; margin-top: 20px;">_____ Signature</div>	IF CORPORATION <div style="text-align: center; margin-top: 20px;">_____ Name of Corporation</div> <div style="text-align: center; margin-top: 20px;">_____ Address</div> <div style="text-align: center; margin-top: 20px;">By: _____ (President)</div> <div style="text-align: center; margin-top: 20px;">Attest: _____ Secretary</div>
--	--

(Corporation Seal)

CITY OF MIAMI GARDENS, FLORIDA
FY2012-13 STAFF CHECKLIST AND APPROVAL
FOR NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE

Applicant: _____ Application #: 13-__

	<u>Applicant</u>	Staff
⌚ Completed & Signed Application Form (SW-1)	_____	Initial: _____
⌚ Application Fee (\$750.00)	_____	Initial: _____
⌚ Vehicle Registration Fee (\$25 per Vehicle)	_____	Initial: _____
⌚ Account Registration Fee (\$100 per Account)	_____	Initial: _____
⌚ Insurance Certificate(s)	_____	Initial: _____
⌚ Copy of County Waste Hauler Permit	_____	Initial: _____
⌚ Copy of County Occupational License	_____	Initial: _____
⌚ Copy of City Occupational License	_____	Initial: _____
⌚ Payment Bond (SW-5)	_____	Initial: _____
⌚ List of Customer Accounts within the City	_____	Initial: _____
⌚ Evidence of Licensed, Approved Disposal Facility	_____	Initial: _____
⌚ <input type="checkbox"/> Signed Indemnity Release (SW-7)	_____	Initial: _____

Staff Approved by: _____ Date: _____

Asst. City Manager: _____ Date: _____

City Clerk: _____ Date: _____

PERMIT NO.13- —



CITY OF MIAMI GARDENS, FLORIDA
INFORMATION SHEET #1
FRANCHISEE FEES AND REPORTING REQUIREMENTS

Each private hauler is required to establish and maintain appropriate records, showing the amount of monthly solid waste collection and disposal service fee receipts for each of its accounts located in the City. All records shall be open to inspection or audit by the City Manager, or his designee, during regular business hours, after reasonable notice, to audit, inspect and examine the franchisee's fiscal books and records and tax returns, insofar as they relate to City accounts, to confirm the franchisee's compliance with this chapter.

- A. All private haulers operating in the City shall pay the following franchise fees to the City for the privilege of collecting, removing or disposing of solid waste from commercial or multi-family residential establishments over the streets or public rights of way located within the City:

(1) The franchisee shall pay a franchisee fee to the City equal to 17% percent of its monthly total gross receipts for all of its accounts which are located in the City.

(2) The franchise fee shall be in addition to any occupational license taxes levied by the City upon the franchisee's business activities.

(3) The franchise fee shall be paid to the City by the private hauler on a monthly basis. The franchise fee is due on the 15th day of the month succeeding the month for which the franchise fee is being paid.

(4) The franchise fee shall be accompanied by a **report** to the City manager designating the names and addresses of **each** account of the private hauler located in the City that was provided solid waste collection and disposal service for the preceding month. The report shall include the monthly total gross receipts of all such accounts.

- B. **If the franchise fee is not paid by the 15th of the month by the private hauler, an additional monthly surcharge, equal to 17% of monthly total gross receipts for the preceding month, shall be payable to the City for each month the payment franchise fee is delinquent.** Additionally, the franchisee shall pay all the City's collection expenses,

including court costs and reasonable attorney's fees. If the fee is not paid by the 1st of the following month due, the City shall have the right to call franchisee's payment bond, and will begin the process of revoking the franchise.

- C. If any audit or examination discloses an underpayment to the City greater than 17% of the required payment, in addition to payment of the underpayment, the franchisee shall pay for the expenses of the audit and a penalty equal to three times the underpayment.
- D. Each and every franchisee shall pay a permit per account fee annually of \$100.00 for each account with whom they contract for the provision of commercial solid waste services. The franchisee may only pass on an amount not to exceed \$48.00 of said permit per account fee to each contracted customers. Said permit per account fee shall not be transferable. The annual period will begin October 1st and end September 30th. Permit per account applications submitted before the 15th of the month will be charged

Reporting Requirements - Due by October 31, 2012

On or before October 31st, 2012, the franchisee shall deliver to the City Manager a **statement of the franchisee's annual gross receipts** generated from accounts within the City prepared by an **independent certified public accountant** and certified by the owner or corporate officer or partner, reflecting the franchisee's gross receipts within the City for the Franchisee's fiscal year. This information will be used to estimate and adjust the payment bond required under this ordinance.

Additional Reporting Requirements

(See Section 6 of ordinance number 2004-03-19)

CITY OF MIAMI GARDENS, FLORIDA
INFORMATION SHEET #2

REQUIRED PAYMENT BOND

During the initial year of the franchise, applicant is required to provide the City with a payment bond in amount not less than \$10,000 (see Form SW-5). **After the initial year of the franchise,** a payment bond or an acceptable alternative in an amount equal to the applicant's previous 12-month franchise fee(s) paid to the city or a minimum of \$15,000.00, whichever is greater, as security for any fee(s) due to the city under the franchise agreement(s) with good and sufficient sureties conditioned upon the compliance of the terms of this chapter and such form as the city attorney may require.

The form of security approved by the City and furnished by the franchisee is required as a guarantee that the franchisee will execute the work in accordance with the terms of this chapter and will pay all franchise fee payments due to the City.

The surety provided to the City may be on City Form SW-5 or on a form provided by a surety company that meets all the minimum requirements and guarantees contained on the City's form.

CITY OF MIAMI GARDENS, FLORIDA
(SOLID WASTE FRANCHISEES)

PAYMENT BOND

BY THIS BOND, We, _____[name of principal/franchisee] as PRINCIPAL/FRANCHISEE and _____[name of surety], as SURETY, are bound to the City of Miami Gardens, herein called CITY, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL/FRANCHISEE:

1. Performs the Franchise Agreement dated _____ between PRINCIPAL/FRANCHISEE and CITY (hereinafter Franchise Agreement) and abides by all of the terms of said Franchise and the CITY's Franchise Ordinance No. 2004-03-19 (hereinafter Franchise Ordinance), said Franchise Agreement and Ordinance being made parts of this bond by reference, at the times and in the manner prescribed in the Franchise Agreement and Ordinance; and

2. Promptly makes all payments to CITY as is required pursuant to the Franchise Agreement; and

3. Pays CITY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by PRINCIPAL/FRANCHISEE under the Franchise Agreement; and

4. Performs all duties and responsibilities pursuant to the Franchise Agreement and Franchise Ordinance, then this bond is void; otherwise it remains in full force.

Any changes in or under the Franchise Agreement documents and compliance or noncompliance with any formalities connected with the Franchise Agreement or Franchise Ordinance does not affect SURETY's obligation under this bond.

IN WITNESS WHEREOF, the above-abounded parties have caused this Bond to be executed by their appropriate officials of the ____ day of _____, 201__.

WITNESS:

PRINCIPAL/FRANCHISEE:

Signature

Signature

Print Name: _____

Title:: _____

WITNESS:
SURETY:

Signature

Print Name: _____

Its: _____

Title _____

Countersigned by
Resident Florida Agent of SURETY:

Signature

Print name: _____

(Copy of Agent's current State of Florida License
issued by Florida Insurance Commissioner shall
be attached hereto).

Signature _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

CITY OF MIAMI GARDENS, FLORIDA
INFORMATION SHEET #3

FEE AND CHARGES

There are several fees and charges associated with the City of Miami Gardens' non-exclusive solid waste franchise ordinance. The following is a summary of these fees and charges:

1. Application fee of \$750.00. Due at the time the completed application is submitted to the City.
2. A Vehicle Fee of \$25.00 for each vehicle listed in the application. Due at the time the completed application is submitted to the City.
3. An account fee of \$100.00 for each account with within the City. Due at the time the completed application is submitted to the City. (See note below).
4. In addition, the franchisee shall pay a franchisee fee to the City equal to 17% percent of its monthly total gross receipts for all of its accounts which are located in the City. (See Form SW-3, Information on Franchise Fee).
5. A City of Miami Gardens Occupational License is required of all waste haulers.

CITY OF MIAMI GARDENS, FLORIDA
INDEMNITY AGREEMENT
(For Non-Exclusive Solid Waste Franchise)

The undersigned does hereby indemnify, hold and defend the city and its officers, directors, agents, servants, employees, successors, and assigns harmless from and against any and all claims, suits, actions, damages and causes of action for personal injury, death or property damage, any other losses, attorneys' fees, witness fees, court costs and the reasonable value of any services rendered by any officer or employee of the city, and any orders, judgments or decrees which may be entered which arise or are alleged to have arisen out of, in connection with or attributable to, franchisee's maintenance or operation of its waste service or business excepting only those claims resulting from gross negligence of the city. The franchisee shall undertake at its own expense the defense of any actions which may be brought against the city for damages, injunctive relief or for any other cause of action arising or alleged to have arisen out of, in connection with or attributable to the foregoing and, in the event any final judgment therein should be rendered against the city resulting from the foregoing, the franchisee shall promptly pay the final judgment together with all costs relating thereto; the franchisee being allowed, however, an appeal or appeals to the appropriate court or courts from the judgment rendered in any such suit or action upon the filing of such supersede as bond as shall be required to prevent levy or judgment against the city during such appeals.

By signature below, I agree with the foregoing:

WITNESS:

IF INDIVIDUAL

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP

Signature

Name of Firm

Print Name

Address

Signature

By: _____
(General Partner)

Print Name

Print Name

WITNESS:

IF CORPORATION

Signature

Name of Corporation

Print Name

Address

Signature

By: _____
(President)

Print Name

Attest: _____
Secretary

(Corporation Seal)